

COLLECTIVE BARGAINING AGREEMENT
NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
AND
INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES AND CANADA, AFL-CIO,CLC
LOCAL UNION NO. 632

JUNE 15, 2007 THROUGH JUNE 14, 2010

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THIS AGREEMENT made this 4th day of October, 2007 by and between NEW JERSEY SPORTS AND EXPOSITION AUTHORITY located at East Rutherford, New Jersey, party of the first part, hereinafter designated as the "EMPLOYER" and INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES AND MOVING PICTURE MACHINE OPERATORS OF THE UNITED STATES AND CANADA, LOCAL UNION NO. 632, with its principal place of business at 36 Bergen Street, Hackensack, New Jersey, hereinafter referred to as the "UNION", party of the second part.

WITNESSETH:

WHEREAS, the parties hereto collectively negotiated to promote and improve economic relations between the Employer and its employees and to set forth herein the Agreement covering rates of pay, hours of work and conditions of employment to be observed by the parties hereto.

NOW, THEREFORE, in consideration of the foregoing and at the mutual covenants hereinafter entered into for other good and valuable considerations, the parties hereto agree to the following:

ARTICLE 1.

UNION RECOGNITION

Section 1. The Employer agrees to and does hereby recognize the Union as the exclusive bargaining agent for the stagehands, wardrobe persons and projectionists employed by the Employer in connection with the production of the theatrical events or any other related work as determined solely by the Employer performed at the Giants Stadium or the Izod Center.

ARTICLE 2.

CHECK-OFF OF UNION FEES AND REPRESENTATION FEES

Section 1. The Employer hereby agrees to deduct from the wages of employees by means of check-off, those dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15 9e. The Employer after receipt of the written authorization from each individual employee, agrees to deduct from the salaries of said employees such uniform dues as are set forth in writing by the Local Union Secretary/Treasurer. Such deductions shall be made from the first (1st) salary paid to each employee during the month or for each event worked.

Section 2. The Union shall hold the Employer harmless for any damages, costs, or Judgments which may arise from implementation of the Article.

Section 3. Local 632, I.A.T.S.E. shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13a-5.5(c) and 5.6, and membership in Local 632, I.A.T.S.E. shall be available to all employees in the unit on an equal basis at all times. In the event Local 632, I.A.T.S.E. fails to maintain such a system, or if membership is not so available, the Employer shall immediately cease making said deductions.

ARTICLE 3.
DEFINITIONS

Section 1. Theatrical Events shall be defined as events where the prime objective is to provide musical, dance or acting entertainment for paying customers and/or television audiences and shall include,

Ice Shows

Rock and Pop Shows

Benefit Shows

Theatrical Wrestling Events

Section 2. Circus shows may or may not be classified as theatrical events at the Employer's option. However, the Employer shall engage employees covered under this Agreement to perform the following functions during Circus shows: sound and lighting board operation, employee owned forklifts, employee owned spotlights, supervision of the rigging of the installation of hanging light trusses.

Section 3. The following shall not be considered theatrical events:

Sporting Events

Competition Events

Meetings

Religious Functions

Horse and Dog Shows

Exhibitions

Conventions

Section 4. However, excluding all types of sporting events, competitions and exhibitions, the work required for the theatrical portion of an event not considered to be primarily theatrical will be assigned to employees covered by this Agreement.

Section 5. Outside Equipment shall be defined as equipment which travels with a show or is rented from an outside source by the Employer of a promoter.

Section 6. A Projectionist shall be defined as the operator of a permanent or portable motion or slide picture film projector for rear and/or front projection or laser effects during a theatrical event.

Section 7. Working Rate: The definition of working rate shall be the rate at which the employee is being paid when a penalty is incurred.

Section 8. Video Rate: The definition of Video Rate shall be one and one-half (1½) times the Grip Rate when working with a video company, and applies to spot operators when brought to augment TV lighting, and when the Union is not participating in a recording bonus.

ARTICLE 4.
JURISDICTION

Section A. It is the intention of the Employer to have employees covered under this Agreement perform the following work functions during a theatrical event:

1. Unload and load equipment trucks.
2. Operate forklifts necessary to load and unload trucks and place equipment on stage.
3. Install and remove all stages, sound wings, scaffold towers and platforms which travel with the shows or are rented from "outside".
4. The installation and removal of Employer-owned equipment---stages, platforms, etc.—required for the setup of such events.
5. Install and remove all "outside" sound and lighting systems.
6. Install and remove all "outside" lighting required to televise theatrical events.
7. Install, remove and operate all follow spotlights and make mid-performance spotlight gel changes.
8. Install and remove all "outside" electrical power systems including the main feeds and distribution but excluding connection to building services and transformers.
9. Install and remove all stage equipment including props, scenery, musical equipment, etc.
10. Install and remove other "outside" equipment which is required for the production of the event, such as, cueing and intercom systems, closed circuit television systems, special effects, etc.
11. Operate all of the above equipment except when the technical requirements dictate the operation by others such as, operation of sound, lighting, television and special effect systems.
12. Employer-owned stages and platforms used for college graduations.

Section B. Irrespective of the type of event being produced, members of Local 632 shall be assigned to the following type work solely at the Employer's discretion:

1. Authority-owned sound and lighting equipment except as provided for in, Section A, Item 6 above.
2. "Outside" sound and lighting systems for non-theatrical events and non-theatrical television productions.
3. Employer-owned stages and platforms, and "outside" stages and scaffold towers used for non-theatrical events other than college graduations.

Section C. In connection with the production of theatrical events, the regular maintenance personnel of the Employer shall perform the following functions:

1. Connect and discount all electrical services to Employer electrical panels.
2. Operate all Employer-owned electrical equipment required for the event except as provided for in Section A, Item 6 above.
3. Operate the house sound system as required for the event.
4. Operate the house lighting systems as required for the event excluding all follow spotlights.
5. Install and remove color gel in-house lighting systems as required for an event, excluding all follow spotlights.
6. Install and remove any additional Employer-owned electrical services required for the event but which cannot be provided by the event production personnel.
7. Perform such other functions as are not specifically mentioned herein for union employees.

ARTICLE 5.
MINIMUM CALLS

Section 1.

- a) Load In, Set Up and Pre-Rigs for concerts and theatrical wrestling events.....8 hours
- b) All other Load In and Set Up.....4 hours
- c) Load Out: There will be a six (6) hour minimum call on load outs with the rate being
 - (i) the rate at the time of said call, or (ii) the regular rate when the employee is part of a new call.
- d) All other Strike and Load Outs.....4 hours
- e) Performances.....4 hours
- f) Rehearsals, except when a continuation of the Load In and Set Up call.....4 hours
- g) Arena rehearsals when they are scheduled contiguous with a performance call.....2 hours
- h) The Employer agrees that if an employee reports for work or is permitted to come to work, and is fit to work without having been previously notified that there will be no work, the employee shall receive four (4) hours pay at his regular hourly rate unless the lack of work is due to an Act of God, in which case, the employee who has reported to work but has not begun work, shall receive two (2) hours straight time wages.
- i) The minimum call shall be two persons for all work other than film and/or commercial coverage. In addition, there will be an eight (8) hour minimum call, at the Regular rate, on stage ins or outs for theatrical events or concerts, when not in conjunction with a load in or work call.

Section 2. Half House Curtains Any scheduled call for installation of the Half-house curtain system shall consist of a minimum of eight (8) persons. Those grips assigned in the installation of the Half-House curtains will receive at least one (1) hour of pay at the Stage Grip rate, and the Head will receive at least one (1) hour of pay at the Stage Head Rate. Notwithstanding any language to the contrary, employees working a scheduled call agree to move the upper bowl curtain at no additional cost.

ARTICLE 6.

WAGES AND OVERTIME

Section 1. Wages

	6/15/07	6/15/08	6/15/09
Head	25.09	25.84	26.62
Grip	20.91	21.54	22.19
Rigger	25.09	25.84	26.62
Head Rigger	30.11	31.01	31.94
Pyro/Laser	24.04	24.76	25.50
Stage Head	27.09	27.84	28.62
Stage Grip	22.91	23.54	24.19
Show Head	30.62	31.54	32.49
Show Grip	25.51	26.28	27.07
Show Rigger	30.62	31.54	32.49
Show Head Rigger	36.74	37.84	38.98
Spot/Laser/Pyro	29.33	30.21	31.12
Camera Operator	35.39	36.45	37.54
Recording Grip	31.36	32.30	33.27
Recording Head	37.64	38.77	39.93
Foreman	33.66	34.67	35.71

A premium rate of twenty percent (20%) above the applicable Grip Rate will be paid for the following job categories:

- Department Heads: Carpentry, Electric, Sound, Props, Wardrobe
- Sub-Foremen assigned at the sole discretion of the Employer
- All Riggers
- Scaffold builders working above fifteen (15) feet at Giants Stadium
- Employees assigned to focus lights on hanging trusses.

A premium rate of fifteen percent (15%) above the applicable Grip Rate will be paid for the following job categories:

- Spotlight Operators (Show Call only)
 - Employees assigned to and certified in pyrotechnics or laser installation and operation.
- a) Work performed to install or remove Authority-owned stages shall be paid on the basis of a minimum four (4) hour call at the pay rate of \$2.00 per hour above the applicable hourly Grip or Department Head Rate.
 - b) When "rigging" work is required, the Carpentry Department Head shall receive a premium pay rate of twenty percent (20%) above the Department Head Rate noted above.
 - c) Premium pay rates described above shall only be paid to those employees actually performing on the job functions described and not to those providing assistance.
 - d) Employees receiving the premium pay rates described above shall only be paid the premium while actually performing the job functions described with a minimum of four (4) hours. Employees assigned to focus lights on hanging trusses shall receive a minimum of two (2) hours.

Section 2. Overtime shall be paid at time and one-half (1.5) the working hourly wage rate noted in Section 1. above for the following:

- a) Effective January 1, 1991, performance overtime shall be time and one-half the hourly performance rate for all hours worked during a single performance in excess of the 4-hour minimum call.
- b) All hours worked during 2 or more performances for such hours that are in excess of 8 hours worked per day.
- c) Except as noted in Item e) below, all non-performance hours in excess of 8 hours worked per day.
- d) All performance and all non-performance hours in excess of 40 hours worked Monday through Sunday per work week.
- e) All worked described in Section 1. a) above shall count toward weekly but not daily

overtime eligibility, except as noted in (h.) below.

- f) There shall be no pyramiding of overtime and/or premium pay
- g) Performance hours shall be included in the calculation of straight time hours on a day prior to eligibility for overtime for non-performance hours worked on the same day. For example, when there are two (2) performances followed by a load out on the same day, the two (2) performances shall be counted towards the required eight (8) hours worked per day and the load out shall then be paid at one and one-half time the applicable straight time rate for those individuals who have worked both performances. This provision shall apply for family shows only.
- h) Employees shall receive eight (8) continuous hours off between the time of dismissal and reporting for the next day's work when employed on a single production. If fewer than eight (8) hours between calls is given, time and one-half (1½) the usual rate shall be paid for all hours that invade the turnaround.
- i) The position of Steel Head shall be added to the contract for Giants Stadium shows only.
- j) The Employer agree that a 4-hour minimum will be paid if the foreman is requested by the NJSEA to correct payroll issues.
- k) Any theatrical stage in conjunction with a sporting event held at Giants Stadium and/or the Meadowlands Fair Falls under the jurisdiction of the Theatrical Stagehands Local 632, IATSE.
- l) The Employer agree that during Stadium or outside events an additional Department Head will be added to deal with electrical issues, show-power, and stadium power issues. The head will also police the video grips in Giants Stadium.

ARTICLE 7.

FRINGE BENEFITS

Section 1. Welfare The Employer shall contribute to the Health and Welfare Fund of Local No. 632, I.A.T.S.E., 12% of the gross earnings, excluding vacation pay, annuity pay and audio and/or video fees for a maximum of 64 hours worked per work week for each employee covered under this Agreement.

Section 2. Vacation Pay Effective October 1, 2004, the Employer shall contribute to the I.A.T.S.E. National Vacation Fund seven percent (7%) of the prevailing hourly wage rate noted in Article 6 above on all hours up to 2,080 hours per year for each employee covered by this Agreement. Annuity contributions, live or taped video and/or audio fees shall not be included in the computation of vacation fund contributions.

Section 3. Holiday Pay Effective March 15, 1994, all employees covered by this Agreement who work on the day on which any of the below listed thirteen (13) holidays are observed, as determined by the Employer, shall receive two (2) times their hourly rate of pay for all hours worked on said holiday.

Independence Day

Labor Day

Columbus Day

Election Day

Veteran's Day

Thanksgiving Day

Christmas Eve

New Year's Eve

Martin Luther King's Day

Lincoln's Birthday

Washington's Birthday —

Good Friday

Memorial Day

Section 4. Annuity Fund The Employer shall contribute to I.A.T.S.E. Annuity Fund 13% of wages for each hour actually worked by each employee who is covered by this Agreement and who is compensated in accordance with the terms set forth in said Agreement.

ARTICLE 8.

MISCELLANEOUS CONDITIONS

Section 1. On short duration shows, such as children's shows, senior citizen's shows and other similar type attractions, where two performances occur within the limits of 4 hours, beginning with the first performance call time, only one performance wage will be paid. In the event the second performance runs beyond the 4 hour period, the additional time shall be paid for at time and one-half the hourly rate.

Section 2. Except at yellow card shows where departmental lines will be observed, all employees will function as a single unit and assist each other in performing all work when such assistance is required.

Section 3. The work week will start on Monday, 12:01 AM and end on Sunday, 11:59 PM. The employees will be paid for the current week's work no later than 4:00 PM on Thursday of the following week. When an official holiday falls on a Thursday, employees shall receive their pay on the day before the holiday.

Section 4. Employees who receive a higher wage rate than the "All Others" rate shall receive this higher rate only during the minimum call period during which this higher rate function is performed.

Section 5. The starting and dismissal times of any call period shall be as work conditions dictate. Not all employees are required to start or be dismissed at the same time.

Section 6. Overtime and time worked beyond the minimum call will be computed and paid for in 30 minute intervals.

Section 7. Meal Periods Employees will not be required to work more than five (5) consecutive hours without a meal break. If the meal period is not received, the employee shall be paid one (1) additional regular time hour of their working hourly rate as noted in Article 6, Section 1 of the Agreement for the one (1) hour period and for all additional time worked (in one half hour intervals) until the meal break commences. This condition applies to work calls only and does not

apply if a performance is scheduled during a period when the employee would normally be entitled to a meal break.

Section 8. Performer warm-up and rehearsals shall not require a manpower call as long as lighting, sound, props and curtains are not used.

Section 9. When a theatrical event is to be recorded and/or broadcast by any means, the wage rates and work jurisdiction shall be negotiated at the time. Recording fees shall be paid as regular wages with appropriate statutorily required benefits (i.e., FICA) deductions and union dues. The Employer shall not make contributions as required in Article 7 of this Agreement for these wages.

Section 10. The Employer shall provide a safe place to store the employee's tools and clothing required for work. In the event a safe place is not provided, the Employer shall be liable for the loss of employee's tools or clothing by fire or theft occurring during or after working hours.

Section 11. The Employer agrees that, if an employee is injured on the job, the employee will be transported to and from the doctor or hospital by the Employer on the day of accident only.

Section 12. All heads shall be working heads.

ARTICLE 9.

GRIEVANCE PROCEDURE

Section 1. For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedures which shall be kept as informal as may be appropriate. A grievance may be raised by an employee, group of employees or by the Union on behalf of an employee(s).

This grievance procedure shall cover issues of application or interpretation of this Agreement, and, is meant to provide a means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, providing, however, that only grievances pertaining to the application or interpretations or violations of the expressed terms of this Agreement shall be arbitrable under provisions of Step 4 of this Article.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to move the grievance to any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

The following constitutes the procedure for settlement of a grievance and shall be followed in its entirety unless waived by the parties.

A. STEP ONE

An employee with a grievance must file the grievance, in writing, within twenty-four (24) hours of the start of the next event after the date on which the act, which is the subject of the grievance occurred or twenty-four (24) hours of the start of the next event after the date on which the grievant should reasonably have known its occurrence. The grievance shall be presented to the employee's immediate supervisor. After full disclosure of the facts surrounding the event being grieved, the immediate supervisor must make every reasonable effort to reach a satisfactory settlement with the grievant. The immediate supervisor shall render a decision within three (3) calendar days of his receipt of the grievance.

B. STEP TWO

In the event the grievance is not resolved at Step One, the grievance shall be submitted to the grievant's Department Head within ten (10) calendar days. The Department Head shall thereupon render his decision, in writing, within five (5) calendar days of his receipt of the matter.

C. STEP THREE

In the event the grievance is not resolved at Step Two, the matter and all reports shall be submitted to the Director of Labor Relations of the Employer within ten (10) calendar days. The Director of Labor Relations of the Employer shall respond, in writing, within seven (7) calendar days. In the absence of the Director, the grievance shall be presented to the person in charge of the Labor Relations Office for determination.

D. STEP FOUR

1. If the grievance is not settled through the preceding steps, the parties may mutually agree within five (5) days to select an arbitrator or either party may refer the matter to the New Jersey State Board of Mediation within fourteen (14) calendar days after the receipt of determination of the Step Three proceeding. The arbitrator shall be selected in accordance with the rules of the said Association and the expense of the arbitrator shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses; testimony or evidence for his presentation.
2. The arbitrator or arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the arbitrator shall be final and binding.

Section 3. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance procedure. A failure to respond at any step within the provided time limits shall be deemed a denial and the other party may proceed to the next step.

ARTICLE 10.

NO STRIKE - NO LOCKOUT

Section 1. During the term of this Agreement or immediate extension thereof, the parties agree that neither the Union, nor any of its agents, nor any employees represented by it, will engage in or support any strike, work stoppage, slow down or any job action and there shall be no lockout by the Employer.

ARTICLE 11.
NON-DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees. The Employer and the Union agree there shall not be any discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or union membership.

Section 2. The Union also recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.

ARTICLE 12.

MANAGEMENT RIGHTS

Section 1. Except as specifically provided by this Agreement, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, including, but without limitation the generality of the foregoing, the following rights:

- a. To the executive, management and administrative control of the Employer and its properties and facilities, and the activities of its employees.
- b. To hire all employees, and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees. It is understood that the Union shall have the right to refer qualified job applicants to the Employer.
- c. To suspend, demote, discharge or take other disciplinary action against any employee for just cause as set forth herein and providing same is not contrary to the provisions of this Agreement.
- d. To adopt and enforce reasonable rules and regulations governing the conduct and activities of employees in accordance with the terms of this Agreement.

Section 2. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Employer, the adoption of rules and regulations and furthermore thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE 13.

RULES AND REGULATIONS

Section 1. The Employer shall have the right, from time to time, to make such reasonable rules and regulations promulgated, in writing, and distributed to the Union and to the employees, for the conduct of its business, not inconsistent with the provisions hereof, as it may deem necessary and advisable and all employees shall be obligated to comply with such rules and regulations.

ARTICLE 14.

JURISDICTIONAL QUESTIONS

Section 1. The Employer shall attempt to resolve any work jurisdictional disputes which may arise by meeting jointly with two (2) officials of each party in dispute. In the event a mutually satisfactory solution cannot be reached between the parties in dispute, at such meeting, the Employer shall make the work assignment.

ARTICLE 15.
SUCCESSOR CLAUSE

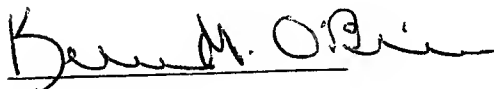
The Agreement will provide that any successor to the NJSEA must adhere to the terms and conditions of the Collective Bargaining Agreement.

ARTICLE 16.

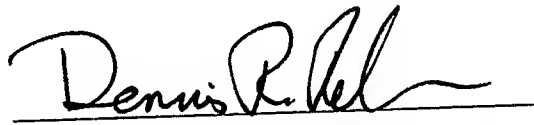
DURATION OF AGREEMENT

Section 1. **THE AGREEMENT** between the Employer and the Union shall become effective on the Date of Execution hereof, and shall continue in full force and effect until its expiration date on **June 14, 2010**.

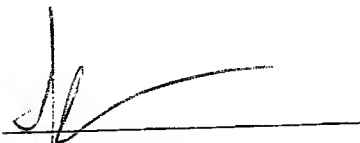
Section 2. **THE AGREEMENT** shall be automatically renewed from year to year thereafter unless either party gives notice, in writing, to the other at least sixty (60) days prior to the expiration date of this Agreement, or the expiration date of any renewal period, of its intention to change, modify or terminate this Agreement. Where such notice is given, then the parties shall endeavor during said sixty (60) day period or for a longer period of time, at the option of the Union to negotiate for a new Agreement.



Kevin O'Brien
President
I.A.T.S.E., Local 632



Dennis R. Robinson
President and Chief Executive Officer
For N.J.S.E.A



Joseph Villani
Business Manager
I.A.T.S.E., Local 632

IATSE NATIONAL HEALTH AND WELFARE FUND PARTICIPATION AGREEMENT

The New Jersey Sports and Exposition Authority (NJSEA or EMPLOYER) and the International Alliance of Theatrical Stage Employees Local 632 (LOCAL 632 or UNION) agree as follows regarding Welfare Fund benefits for employees covered by the Collective Bargaining Agreement (the CBA) between them:

1. **Trust Agreement**
The NJSEA acknowledges having been offered the opportunity to review a copy of the Agreement and Declaration of Trust (the Trust Agreement) establishing the IATSE National Health and Welfare Fund (the Welfare Fund) dated June 18, 1973, as amended. The Employer agrees to be bound by all of the terms and provisions of the Trust Agreement and to be represented in the administration of the Welfare Fund by the Employer Trustees therein named or by their successors except as provided for in this Participation Agreement.

2. **Computation of Contributions**
Commencing with the effective date for contributions under the current CBA between the Union and Employer, and continuing through any renewals, extensions or amendments thereof, the Employer agrees to contribute the sum specified in paragraph 9 to the Welfare Fund for each and every employee whose position is covered by the CBA. If the CBA calls for contributions by the day or shift, then it must be for each day or shift or portion thereof for which such employee received pay from Employer **excluding** days of paid vacations, paid holidays and any other days not worked for which an employee receives pay, but not more than seven (7) days or shifts in any calendar week for any one employee.

3. **Payment of Contributions**
Payment of contributions as required above shall be made by check payable to the IATSE National Health and Welfare Fund and mailed to the Welfare Fund office not later than: **For Weekly Contributors**, the 5th business day of the following week; **OR, For Monthly Contributors**, the 10th day of each month in respect to all employment during the preceding month, on which contributions were payable. Each payment of contributions shall be accompanied by a Remittance Report in the form supplied by the Welfare Fund.

4. **Records**
Employer agrees to maintain and make available to the Union, the Trustees or one or more of their designees for inspection and verification all of its payroll records covering such employment.

5. **Default**

Should Employer fail to make timely contributions to the Welfare Fund, interest at a rate of 1 ½ % per month, compounded monthly, shall accrue. In addition, the Union or the Trustees shall have the right to take whatever steps are necessary (permitted by law which are not in contravention to the terms of the CBA) to secure compliance with this Participation Agreement. Under no circumstances shall Local 632 or IATSE have the right to strike, picket or engage in other economic actions such as slow downs.

The NJSEA agrees that Local 632 or the Trustees shall have standing to bring any action, suit or proceeding in either a Federal or State Court to enforce the terms of this Participation Agreement. The NJSEA agrees that any action by the Trustees hereunder, service of process on Employer by registered or certified mail shall be deemed to constitute personal service on Employer within the jurisdiction of the Federal and State Courts in the State of New Jersey.

The Employer further consents that in any action, suit or proceeding against it hereunder, judgement may be entered against it for the full amount of any and all unpaid contributions owed by Employer together with (a) interest on each contribution making up such total at the rate of 1 ½% per month compounded monthly from the due date of each such contribution; (b) all expenses incurred by the Union and Trustees in securing such judgment including, without limitation, court costs, actual legal and audit fees and disbursements and investigative expenses; and (c) liquidated damages of 20% of the amount of unpaid contributions to reimburse the Union and Welfare Fund for additional administrative costs in tabulating, checking and otherwise processing such delinquencies.

Should Employer fail to submit required Remittance Reports when due, or fail to make its payroll records available after demand, the Trustees may compute the sum due for any work period in the following manner: The largest gross earnings or the largest number of work units (or portions of work units) reported by the Employer for any work period during the preceding 12 months for which reports were submitted shall be increased by 10%, rounded up to the next higher whole number, and then multiplied by the current contribution rate. The resulting figure shall be deemed the amount of contributions due for the work period in question, be binding on the Employer and be payable by it together with such additional amounts as are provided for in this section.

6. **IRS Compliance**

The Welfare Plan adopted by the Trustees shall comply with the requirements of the Internal Revenue Code so as to enable Employer to treat contributions to the Welfare Fund as a deduction for income tax purposes.

7. **Term of the CBA**
A copy of the current CBA is attached hereto. A copy of each renewal, extension or amendment of the CBA, or, in lieu thereof, a revised Participation Agreement signed by both parties reflecting any change in the rate of contribution, shall be promptly furnished to the Welfare Fund office. Should the parties fail to sign an extension agreement but continue performance of the CBA after its expiration date, this Participation Agreement shall automatically be deemed extended thereby unless written notice to the contrary is received by the Welfare Fund.

8. **TERM OF CONTRACT:**

From June 15, 2007 to June 14, 2010

9. **CONTRIBUTION RATES:**

From December 2, 2007 to June 14, 2010 twelve percent (12%) of gross pay.*

*Excluding vacation pay, annuity pay and audio and/or video or recording fees for a maximum of **sixty-four (64)** hours per work week.

FOR THE UNION:

Local 632 36 Bergen Street Hackensack, NJ 07601
(Insert Name and Number of Local) (City and State)

By Kevin M. O'Brien President Kevin M. O'Brien
(Signature of Authorized Officer) (Title) (Print Name)

FOR THE EMPLOYER:

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
(Insert Name of Employer) (Employer Federal Tax ID No.)

50 State Route 120 East Rutherford, NJ 07073
(Address) (City, State, Zip)

201-935-8500
(Area Code/Telephone No.) (Area Code/Fax No.)

BY: James R. Minich EVP James R. Minich
(Signature of Authorized Officer) (Title) (Print Name)

Date: Dec. 29 2007

IATSE NATIONAL ANNUITY FUND PARTICIPATION AGREEMENT

The New Jersey Sports and Exposition Authority (NJSEA or EMPLOYER) and the International Alliance of Theatrical Stage Employees Local 632 (LOCAL 632 or UNION) agree as follows regarding Annuity Fund benefits for employees covered by the Collective Bargaining Agreement (the CBA) between them:

1. **Trust Agreement**

The NJSEA acknowledges having been offered the opportunity to review a copy of the Agreement and Declaration of Trust (the Trust Agreement) establishing the IATSE National Annuity Fund (the Annuity Fund) dated September 21, 1973, as amended. The Employer agrees to be bound by all of the terms and provisions of the Trust Agreement and to be represented in the administration of the Annuity Fund by the Employer Trustees therein named or by their successors except as provided for in this Participation Agreement.

2. **Computation of Contributions**

Commencing with the effective date for contributions under the current CBA between the Union and Employer, and continuing through any renewals, extensions or amendments thereof, the Employer agrees to contribute the sum specified in paragraph 9 to the Annuity Fund for each and every employee whose position is covered by the CBA. If the CBA calls for contributions by the day or shift, then it must be for each day or shift or portion thereof for which such employee received pay from Employer **excluding** days of paid vacations, paid holidays and any other days not worked for which an employee receives pay, but not more than seven (7) days or shifts in any calendar week for any one employee.

3. **Payment of Contributions**

Payment of contributions as required above shall be made by check payable to the IATSE National Annuity Fund and mailed to the Annuity Fund office not later than: **For Weekly Contributors**, the 5th business day of the following week; **OR, For Monthly Contributors**, the 10th day of each month in respect to all employment during the preceding month, on which contributions were payable. Each payment of contributions shall be accompanied by a Remittance Report in the form supplied by the Annuity Fund.

4. **Records**

Employer agrees to maintain and make available to the Union, the Trustees or one or more of their designees for inspection and verification all of its payroll records covering such employment.

5. **Default**

Should Employer fail to make timely contributions to the Annuity Fund, interest at a rate of 1 ½ % per month, compounded monthly, shall accrue. In addition, the Union or the Trustees shall have the right to take whatever steps are necessary (permitted by law which are not in contravention to the terms of the CBA) to secure compliance with this Participation Agreement. Under no circumstances shall Local 632 or IATSE have the right to strike, picket or engage in other economic actions such as slow downs.

The NJSEA agrees that Local 632 or the Trustees shall have standing to bring any action, suit or proceeding in either a Federal or State Court to enforce the terms of this Participation Agreement. The NJSEA agrees that any action by the Trustees hereunder, service of process on Employer by registered or certified mail shall be deemed to constitute personal service on Employer within the jurisdiction of the Federal and State Courts in the State of New Jersey.

The Employer further consents that in any action, suit or proceeding against it hereunder, judgement may be entered against it for the full amount of any and all unpaid contributions owed by Employer together with (a) interest on each contribution making up such total at the rate of 1 ½% per month compounded monthly from the due date of each such contribution; (b) all expenses incurred by the Union and Trustees in securing such judgment including, without limitation, court costs, actual legal and audit fees and disbursements and investigative expenses; and (c) liquidated damages of 20% of the amount of unpaid contributions to reimburse the Union and Annuity Fund for additional administrative costs in tabulating, checking and otherwise processing such delinquencies.

Should Employer fail to submit required Remittance Reports when due, or fail to make its payroll records available after demand, the Trustees may compute the sum due for any work period in the following manner: The largest gross earnings or the largest number of work units (or portions of work units) reported by the Employer for any work period during the preceding 12 months for which reports were submitted shall be increased by 10%, rounded up to the next higher whole number, and then multiplied by the current contribution rate. The resulting figure shall be deemed the amount of contributions due for the work period in question, be binding on the Employer and be payable by it together with such additional amounts as are provided for in this section.

6. **IRS Compliance**

The Annuity Plan adopted by the Trustees shall comply with the requirements of the Internal Revenue Code so as to enable Employer to treat contributions to the Annuity Fund as a deduction for income tax purposes.

7. **Term of the CBA**

A copy of the current CBA is attached hereto. A copy of each renewal, extension or amendment of the CBA, or, in lieu thereof, a revised Participation Agreement signed by both parties reflecting any change in the rate of contribution, shall be promptly furnished to the Annuity Fund office. Should the parties fail to sign an extension agreement but continue performance of the CBA after its expiration date, this Participation Agreement shall automatically be deemed extended thereby unless written notice to the contrary is received by the Annuity Fund.

8. **TERM OF CONTRACT:**

From June 15, 2007 to June 14, 2010

9. **CONTRIBUTION RATES:**

From June 15, 2007 to June 14, 2010, thirteen percent (13%) of wages for each hour actually worked.*

*Excluding vacation pay, audio/or video or recording fees.

FOR THE UNION:

Local 632 36 Bergen Street Hackensack, NJ 07601
(Insert Name and Number of Local) (City and State)

By Kevin M. O'Brien President Kevin M. O'Brien
(Signature of Authorized Officer) (Title) (Print Name)

FOR THE EMPLOYER:

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
(Insert Name of Employer) (Employer Federal Tax ID No.)

50 State Route 120 East Rutherford, NJ 07073
(Address) (City, State, Zip)

201-935-8500
(Area Code/Telephone No.) (Area Code/Fax No.)

BY: James R. Minich EVP James R. Minich
(Signature of Authorized Officer) (Title) (Print Name)

Date: Dec. 29 2007

IATSE NATIONAL VACATION FUND PARTICIPATION AGREEMENT

The New Jersey Sports and Exposition Authority (NJSEA or EMPLOYER) and the International Alliance of Theatrical Stage Employees Local 632 (LOCAL 632 or UNION) agree as follows regarding Vacation Fund benefits for employees covered by the Collective Bargaining Agreement (the CBA) between them:

1. **Trust Agreement**

The NJSEA acknowledges having been offered the opportunity to review a copy of the Agreement and Declaration of Trust (the Trust Agreement) establishing the IATSE National Vacation Fund (the Vacation Fund) dated October 1, 1973, as amended. The Employer agrees to be bound by all of the terms and provisions of the Trust Agreement and to be represented in the administration of the Vacation Fund by the Employer Trustees therein named or by their successors except as provided for in this Participation Agreement.

2. **Computation of Contributions**

Commencing with the effective date for contributions under the current CBA between the Union and Employer, and continuing through any renewals, extensions or amendments thereof, the Employer agrees to contribute the sum specified in paragraph 9 to the Vacation Fund for each and every employee whose position is covered by the CBA. If the CBA calls for contributions by the day or shift, then it must be for each day or shift or portion thereof for which such employee received pay from Employer **excluding** days of paid vacations, paid holidays and any other days not worked for which an employee receives pay, but not more than seven (7) days or shifts in any calendar week for any one employee.

3. **Payment of Contributions**

Payment of contributions as required above shall be made by check payable to the IATSE National Vacation Fund and mailed to the Vacation Fund office not later than: **For Weekly Contributors**, the 5th business day of the following week; **OR**, **For Monthly Contributors**, the 10th day of each month in respect to all employment during the preceding month, on which contributions were payable. Each payment of contributions shall be accompanied by a Remittance Report in the form supplied by the Vacation Fund.

4. **Records**

Employer agrees to maintain and make available to the Union, the Trustees or one or more of their designees for inspection and verification all of its payroll records covering such employment.

5. **Default**

Should Employer fail to make timely contributions to the Vacation Fund, interest at a rate of 1 ½ % per month, compounded monthly, shall accrue. In addition, the Union or the Trustees shall have the right to take whatever steps are necessary (permitted by law which are not in contravention to the terms of the CBA) to secure compliance with this Participation Agreement. Under no circumstances shall Local 632 or IATSE have the right to strike, picket or engage in other economic actions such as slow downs.

The NJSEA agrees that Local 632 or the Trustees shall have standing to bring any action, suit or proceeding in either a Federal or State Court to enforce the terms of this Participation Agreement. The NJSEA agrees that any action by the Trustees hereunder, service of process on Employer by registered or certified mail shall be deemed to constitute personal service on Employer within the jurisdiction of the Federal and State Courts in the State of New Jersey.

The Employer further consents that in any action, suit or proceeding against it hereunder, judgement may be entered against it for the full amount of any and all unpaid contributions owed by Employer together with (a) interest on each contribution making up such total at the rate of 1 ½% per month compounded monthly from the due date of each such contribution; (b) all expenses incurred by the Union and Trustees in securing such judgment including, without limitation, court costs, actual legal and audit fees and disbursements and investigative expenses; and (c) liquidated damages of 20% of the amount of unpaid contributions to reimburse the Union and Vacation Fund for additional administrative costs in tabulating, checking and otherwise processing such delinquencies.

Should Employer fail to submit required Remittance Reports when due, or fail to make its payroll records available after demand, the Trustees may compute the sum due for any work period in the following manner: The largest gross earnings or the largest number of work units (or portions of work units) reported by the Employer for any work period during the preceding 12 months for which reports were submitted shall be increased by 10%, rounded up to the next higher whole number, and then multiplied by the current contribution rate. The resulting figure shall be deemed the amount of contributions due for the work period in question, be binding on the Employer and be payable by it together with such additional amounts as are provided for in this section.

6. **IRS Compliance**

The Vacation Plan adopted by the Trustees shall comply with the requirements of the Internal Revenue Code so as to enable Employer to treat contributions to the Vacation Fund as a deduction for income tax purposes.

7. **Term of the CBA**

A copy of the current CBA is attached hereto. A copy of each renewal, extension or amendment of the CBA, or, in lieu thereof, a revised Participation Agreement signed by both parties reflecting any change in the rate of contribution, shall be promptly furnished to the Vacation Fund office. Should the parties fail to sign an extension agreement but continue performance of the CBA after its expiration date, this Participation Agreement shall automatically be deemed extended thereby unless written notice to the contrary is received by the Vacation Fund.

8. **TERM OF CONTRACT:**

From June 15, 2007 to June 14, 2010

9. **CONTRIBUTION RATES:**

From June 15, 2007 to June 14, 2010, seven percent (7%) of the prevailing wage on all hours up to 2,080 hours per year.*

*Excluding annuity pay, live or taped video and/or audio or recording fees.

FOR THE UNION:

Local 632 36 Bergen Street Hackensack, NJ 07601
(Insert Name and Number of Local) (City and State)

By Kevin M. O'Brien President Kevin M. O'Brien
(Signature of Authorized Officer) (Title) (Print Name)

FOR THE EMPLOYER:

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY
(Insert Name of Employer) (Employer Federal Tax ID No.)

50 State Route 120 East Rutherford, NJ 07073
(Address) (City, State, Zip)

201-935-8500 _____
(Area Code/Telephone No.) (Area Code/Fax No.)

BY: James R. Minich CEO JAMES R. MINICH
(Signature of Authorized Officer) (Title) (Print Name)

Date: Dec 29 2007